

TERMS & CONDITIONS

General

- 1.1 The following Conditions of Sale shall apply to all contracts between Pavimenti Ltd (“the Company”) and a customer of the Company (“the Customer”) to the exclusion of any other terms representations conditions or warranties. The Customer shall be deemed to have accepted these Conditions of Sale upon the placing of an order or making a cash purchase from the Company.
- 1.2 These Conditions of Sale may **not** be varied except by the express written agreement of the Company.
- 1.3 In the event of the Customers official order form containing any special conditions it is understood that such are only binding in so far as they are not inconsistent with the Company’s Conditions of Sale or are specifically accepted by the Company in writing.
- 1.4 It is the responsibility of the customer or their tradesperson / tile fixer to ensure that they have sufficient tiles to complete the job and that they are happy they have the correct tiles and of an acceptable shade. During tiling tiles should be taken from a number of different boxes to ensure any variances in batch, colour, shading and finish are minimized.
- 1.5 **Most problems can be resolved relatively easily and with minimum cost and disruption for all concerned if the tiles are inspected carefully before fixing. Once tiles have been fixed or started to be fixed the customer is deemed to have accepted them and no claim other than quality can be entertained.**

Delivery

- 2.1 All items offered on our website are subject to availability. If an item is out of stock we will notify you within two working days of your order being placed. We shall advise you of the likely lead time but you are of course at liberty to cancel your order.
- 2.2 Orders are accepted and arrangements for delivery made subject to availability and no liability can be accepted for delays arising from risks and uncertainties of manufacture, strikes, accidents, adverse weather, breakdowns or other factors beyond the Company’s control.
Any arrangement made by the Customer in anticipation of delivery is made at the sole risk of the Customer. As a Company we always recommend that you do not book a tile fixer until you have the tiles in your possession and are happy that they are the tiles you selected and are of an acceptable shade and quality.
- 2.3 It is the Customers responsibility to notify the Company of any circumstances that may affect the delivery of the goods i.e parking restrictions, vehicular access due to height or weight, gravel or uneven driveways, building sites, high rise apartments etc. Unreasonable failure to communicate relevant information to the Company prior to delivery may result in additional costs for the redelivery being incurred by the Customer and also increase the redelivery lead time.
- 2.4 Tiles will be shrink wrapped on a pallet and delivered to the ground level edge of your property. The driver will not be able to assist with getting the tiles in to your property due to insurance and health & safety issues. Orders under 20kg weight will be delivered by a parcel courier.
- 2.5 **Before fixing**, the Customer should ensure they are satisfied that the goods supplied are correct to the original order. All items should be thoroughly checked as soon as possible. Should you have any queries or questions at this stage relating to the supply, damage, shading or any other issue please contact us immediately.
- 2.6 The Company must be notified by email, fax or in writing within 2 working days from delivery relating to any claims by the Customer relating to any shortage or damage to goods in transit.

Payment, Ownership and Passing of Risk

- 3.1 Goods supplied by us remain our property until the goods are paid in full but the risk in the goods shall pass to the customer on collection / delivery.
- 3.2 We accept most major Credit and Debit Card payments via our website. These payments are credit checked and final payment authorisation given, via our appointed and accredited 3rd Party Credit Agency (SagePay). The Company cannot accept any responsibility for the non-authorisation of online payments howsoever caused or for any subsequent delay in delivery.
- 3.3 Acceptance of your order and completion of the contract between the Customer and the Company will take place upon the despatch to the Customer of the products ordered, unless we have notified you that we will not accept your order, or you have cancelled it.
- 3.4 Payment for the goods shall in itself constitute an acceptance of, and agreement to, these Terms & Conditions.

PAVIMENTI Ltd

Lock Farm, Foxham, Chippenham, Wiltshire SN15 4NL

Tel: 01249 740529 - Fax: 0845 303 2956 - email: admin@pavimenti-uk.com

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Returns

- 4.1 It is the Customers responsibility for the safe return of all goods. Items may be returned under the 7 day right to cancel under the 'Consumer Protection (Distance Selling) Regulations 2000'. You must return the goods to us promptly, in the same condition in which you received them, and at your own cost. When returning goods to us you must ensure that you use a reputable carrier and that the goods are appropriately packaged to protect them in transit.
- You have a legal obligation to take reasonable care of the goods while they are in your possession. Only undamaged (or re-saleable) returned goods will then be refunded.
- 4.2 For internet sales due to the cost of haulage, batch control and the increased risk of tiles being damaged in transit the Company does not offer a returns policy (after the period covered in 4.1 above) We have a sample service to ensure you are 100% happy with your choice of tile. By requesting a sample you have the opportunity to see the tile before you make your purchase.

Cancellations / Variations

- 5.1 For non website purchases the right is reserved to refuse cancellation of orders in the case of goods despatched ready for despatch or in process of manufacture.
- 5.2 The return of goods specially ordered for the Customer (and where a sample has been supplied) cannot be accepted unless to be found defective as to quality, description or performance in accordance with your legal rights. The return of stock items within four weeks of purchase current at the time of return in good condition and of a shade compatible with the shelf stock will normally be accepted subject to a restocking charge of 20% or £10.00, whichever is the greater.
- 5.3 The Company reserves the right to discontinue any product without prior notice and no liability can be accepted for costs incurred by the Customer due to inability to supply.

Loss / Damage

- 6.1 **The Customer will be deemed to have examined all goods within 48 hours of collection/delivery and to be satisfied that the goods are undamaged of the correct quantity and in accordance with the contract unless notification to the contrary is received by the company within that time.**
- 6.2 No liability will be accepted for any other complaint if not made within 7 days of delivery and in any event no claims may be made after the tiles are fixed.

Exclusions

- 7.1 Any advice opinion representation or information given by or on behalf of the Company is given as a guide only and without prejudice to the generality of the foregoing any advice or assistance of whatsoever nature as to the installation use or performance of any goods supplied by the company shall not be binding upon the Company unless stated in writing to be incorporated into the contract.
- 7.2 Shade variation is an inherent part of the manufacture of ceramic and porcelain tiles and associated products particularly in the decorative effects and
- Goods are sold subject to the variation in size, shape, manufacturing tolerance and shade experienced in these products;
 - It is important that you ensure you have an acceptable blend of shade before goods are fixed and no liability in respect of shade variation will be accepted after goods have been fixed in any event;**
 - Goods supplied may not reflect precisely the shade of sample material;
 - No responsibility in respect of staining caused by coloured grouts will be accepted;
- 7.3 **No tiles are guaranteed against crazing.**
- 7.4 The supply of goods does not mean they are suitable for a specific installation. The Company can only be held responsible for any failure on products supplied by us, to the extent that the manufacturer of such products is prepared to guarantee the same.

Version 1

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